

At a Trial Term, Part of the United States District Court held in and for the Southern District of New York at the Courthouse located on 500 Pearl St., New York, NY on the ____ of _____ 2021

PRESENT: HON.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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EVELYN ELMRHARRI as m/n/g of A.E.,

Docket No.: 1:20-CV-00325

Plaintiff,

-against-

**AMENDED
INFANT'S
COMPROMISE ORDER**

MARRIOTT INTERNATIONAL, INC.,

Defendant.

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UPON reading and filing the annexed Infant Compromise Order entered by Honorable Lewis J. Liman dated September 2, 2020; the Supplemental Affirmation of KEVIN S. KLEIN, ESQ., attorney for plaintiffs, affirmed on April 9, 2021;

And further, having shown this Court that the infant was born on March 18, 2015, and therefore having currently attained the age of 5 years; and after review of the aforesaid Order and Affirmation, and upon all the papers and proceedings heretofore had, and upon due deliberation having been herein;

NOW, on the motion of KEVIN S. KLEIN, ESQ., attorney for the plaintiffs, it is

ORDERED, that EVELYN ELMRHARRI, the Mother and Natural Guardian of the infant-plaintiff is permitted to settle and compromise the infant's claim in the amount of \$90,000.00, and conditioned upon the compliance with the provisions of this Order to give a General Release

therefore, on behalf of the infant, and it is further

ORDERED, that the Defendant, MARRIOTT INTERNATIONAL, INC., is to pay the settlement sum as follows:

To ROSENBAUM & ROSENBAUM attorneys for the plaintiffs, the sum of \$24,000.00 as their compensation for legal services, performed on the behalf of the infant plaintiff, with legal expenses waived;

To ALIA ELMRHARRI, an infant, the sum of \$66,000.00 to be received by her Mother and Natural Guardian, EVELYN ELMRHARRI, for the sole use and benefit of said infant, and said sum to be deposited in nearly equal sums in the name of the said Guardian jointly with an officer of the Bank of America, 5403 De Zavala Road, San Antonio, Texas 78249 to the credit of said infant in Time Deposit and Certificate of Deposit accounts paying the highest rate of interest available as provided hereinafter, which shall be held subject to the further Order of the Court until said infant reaches the age of 18 years, and it is further

ORDERED, that Time Deposit and Certificate Deposit accounts shall be continuously renewed upon maturity at the highest rate of interest then available except that the date of maturity shall not extend beyond the date when said infant attains the age of eighteen (18) years, and when no such time deposit or certificate of deposit account is available the accumulated funds shall then be placed in the bank's insured money market account. No withdrawal shall be made from any of the aforesaid accounts, including any money market account, before the infant reaches the age of eighteen (18) years, except upon the further Order of this Court, and it is further;

ORDERED, that said bank wherein the proceeds of such compromise and settlement shall be held, shall pay over all monies held in the accounts to the infant upon demand and without further court order, when the infant reaches the age of 18 years upon presentment of proper proof

thereof, and it is further;

ORDERED, that the filing of a bond be dispensed with, and it is further

ORDERED, that the cause of action for loss of services and/or medical expenses of the parent and natural guardian, the same having been waived by said parent and natural guardian, be and the same hereby is dismissed without costs and with prejudice.

ENTER:

SO ORDERED.

A handwritten signature in black ink, appearing to read 'L. Liman', is written over a horizontal line.

LEWIS J. LIMAN
United States District Judge

April 14, 2021

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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EVELYN ELMRHARRI as m/n/g of A.E.,

Plaintiffs,

-against-

**SUPPLEMENTAL
ATTORNEY'S
AFFIRMATION**

MARRIOTT INTERNATIONAL, INC.,

Defendant.
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Kevin S. Klein, an attorney duly admitted to practice before the United States District Court, Southern District of New York, affirms the following to be true under penalty of perjury:

1. I am an attorney at Rosenbaum & Rosenbaum, P.C. the attorneys for the Plaintiffs herein, maintaining an office at 100 Wall Street, 15th Floor, New York, New York, 10005 and, as such, I am fully familiar with all the facts and circumstances herein.

2. I submit this supplemental affirmation in support of the Amended Proposed Infant Compromise Order.

3. As a result of the accident, the infant-plaintiff sustained a right comminuted fracture of the distal humerus with posterior, proximal retraction of the distal humeral fragment, and the ulna and radius requiring closed reduction and internal fixation surgery; and pain and suffering.

4. On or about September 2, 2020, Hon. Lewis J. Liman entered an Infant Compromise Order granting A.E., an infant, the sum of \$66,000.00 to be received by her Mother and Natural Guardian, EVELYN ELMRHARRI, for the sole use and benefit of said infant, and said sum to be deposited in nearly equal sums in the name of the said Guardian jointly with an officer of the Credit Human, Main Branch and Headquarters, 6061 W, 1-10, San Antonio, Texas 78201. Annexed hereto as **Exhibit "A"** is a copy of the Infant Compromise Order dated September

2, 2020.

5. Upon receipt of the order, however, Credit Human, Main Branch and Headquarters, 6061 W, 1-10, San Antonio, Texas 78201 refused to abide by said order and deposit the infants check, as they did not like the language in the order with respect to the wording, "jointly with an officer of the Credit Human." Infant Plaintiff by her guardian has been forced to find another bank in order to deposit and finalize her settlement.


6. A.E., by her Mother and Natural Guardian, EVELYN ELMRHARRI, contacted Bank of America, located at 5403 De Zavala Road, San Antonio, Texas 78249. Justin Temple, Assistant Vice President and Financial Solutions Advisor for Bank of America, advised Ms. ELMRHARRI that upon amendment of the Infant Compromise Order to reflect Bank of American instead of Human Credit, they would be able to open and prepare the account in compliance with the Infant Compromise Order.

7. Your deponent hereby requests that the Infant Compromised Order entered on September 2, 2020, be amended to reflect the new bank, Bank of America, as proposed herein.

8. No previous application for the relief requested herein has been made to this or any other Court.

WHEREFORE, it is respectfully requested that this Court make and enter an Order approving the settlement as described herein.

Dated: New York, New York
April 12, 2021



Kevin S. Klein Esq.
ROSENBAUM & ROSENBAUM, P.C.
Attorney(s) for Plaintiff(s)
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